sole members of the corporation at the time of the acts complained of, the corporation therefore had full knowledge of everything that was being done, and the contract could not be rescinded notwithstanding the subsequent sale of stock to purchasers who knew nothing about the profits which the promoters were thus securing. The question again arose in Old Dominion Copper Mining & S. Co. *v.* Bigelow, 89 Northeastern Reporter, 193, in the Supreme Judicial Court of Massachusetts, where a lengthy discussion is given of the various authorities, and a decision is reached directly at variance with that of the United States Supreme Court, which the state courts refuses to follow, on the ground that it is not satisfied with the reasoning, and that no question arising under the federal Constitution is involved so as to make the determination of the highest federal tribunal binding. The Massachusetts court holds that the corporation is a separate entirety from its stockholders and promoters, and that notwithstanding all who were stockholders at the time of the sale had full knowledge of all facts connected therewith, such knowledge could not be imputed to the corporation itself, so as to affect the rights of subsequent stockholders.

Liability of Surety on Policeman's Bond.—Are the sureties on the bond of a policeman liable for an assault committed by him? This was the question discussed by the Texas Court of Civil Appeals in United States Fidelity & Guaranty Co. *v.* Jasper, 120 Southwestern Reporter, 1145. Judgment by default for the amount of the bond was rendered in the court below. There was no allegation or proof of any ordinance of the city authorizing suits by individuals upon such bonds, and no showing that the bond was executed for the benefit of individuals injured. The appellate court held that, in view of these facts, no liability on the part of the surety company was shown, and the judgment against it was reversed.

Set of Voltaire as Immoral Consideration.—A book agent sold a set of Voltaire's works representing them to contain fine reading matter fit for any one to read. On a more thorough inspection the purchaser declared the books of a licentious, lascivious, and lewd character, not fit to be read in any family, and refused payment on the ground that the consideration of the contract was immoral. In St. Hubert Guild *v.* Quinn, 118 New York Supplement, 582, the New York Supreme Court thought it no part of the duty of tribunals to exercise a censorship over literary productions. It is clear that no contract for the sale of a book can be declared illegal unless it violates the criminal law. That some of the passages, judged by the standard of our day, mar rather than enhance the value of these books can be conceded without condemning the sale as illegal. Courts will take the same knowledge as the community at large of matters of literature, and cannot fail to recognize that the genius of Voltaire has en-

riched many fields of knowledge. The rule against the sale of immoral publications cannot be invoked against those works which have been generally recognized as literary classics.

Requiring Brokers to Disclose Names of Purchasers of Stock.—How is the receiver of an insolvent corporation to learn the names of the owners of stock upon which assessments have been made when the stock has been transferred by insolvent holders to other persons who have failed to have the transactions recorded on the corporate books? A situation of this character is shown in Huey *v.* Brown, 171 Federal Reporter, 641, where the receiver applied for an order of discovery against stock brokers through whom the transfer was accomplished. Respondents demurred to the bill, their demurrer was overruled, and they appealed to the Circuit Court of Appeals. That tribunal upheld the decision of the lower court, following the similar case of Kurtz *v.* Brown, 152 Fed. 372, 81 C. C. A. 498, thus deciding, in effect, that respondents might be compelled to give the names and addresses of their customers in instances of this kind.

Photograph of Deceased as Evidence in Murder Trial.—In State *v.* Finch, 103 Pacific Reporter, 505, a prosecution for murder, it was assigned as error that the trial court allowed a photograph of deceased to be shown to the physician who performed the autopsy, for the purpose of proving by him the identity of the body on which the autopsy was performed; he not being acquainted with deceased. The photograph was proven to be a correct likeness of deceased in health and strength, and apparently not of a character to excite or inflame the jury. The Oregon Supreme Court ruled that there was no error in thus using it.

Socks and Maple Syrup.—Boastful and fanciful, not false and misleading, is the trade-name announcing that the impossible has occurred, and socks have become "Hole-Proof." At least that is the holding of the United States Circuit Court of Appeals in Holeproof Hosiery Co. *v.* Wallach Bros., 172 Federal Reporter, 859. "Surely," says the court, "no one could be misled into the belief that holes will not appear in complainant's socks if they are worn long enough, and it is difficult to conceive that any one could be fatuous enough to suppose that by the use of the word 'Hole-Proof' he could deceive people by inducing a belief that the goods would never wear out."

Another case dependent on deceptiveness of names is that of United States *v.* Sixty-Eight Cases of Syrup, 172 Federal Reporter, 781. It appeared that syrup seized for purpose of forfeiture was put up in packages marked, "Blended Maple Syrup, Guaranteed Absolutely Pure." It was alleged that it was actually made from substances other than maple syrup, and flavored with an extract of maple wood,